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Attorneys for Defendant Homecomings Financial, LLC erroneously sued as
 Homecomings Financial Network

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

Rosa Galindo; Maria Galindo,
 Plaintiffs,

vs.

Financo Financial, Inc.; Patrick
 Patchin; Ahmed Yama Asefi; Aaroon
 Sadat and Nazia Nawabzada;
 Countrywide Bank, N.A.;
 Countrywide Financial Corp.;
 Homecomings Financial Network;
 Commonwealth Land Title Company;
 Joseph Esquivel; Pamela Spikes; and
 Does 1-100,
 Defendants.

Case No. 3:07-CV-3991 MJJ

**DEFENDANT HOMECOMINGS
 FINANCIAL, LLC'S REPLY TO
 PLAINTIFF ROSA GALINDO'S
 OPPOSITION TO THE MOTION TO
 STRIKE PORTIONS OF THE
 COMPLAINT**

[RULE 12(f)]

DATE: February 26, 2008
 TIME: 9:30 a.m.
 PLACE: Courtroom 11

Plaintiff Rosa Galindo's Opposition to Defendant Homecomings Financial,
 LLC's ("Homecomings") motion to strike is combined with her Opposition to the
 motion to dismiss. For sake of clarity and to eliminate confusion, Homecomings is
 filing a separate Reply. Homecomings' motion to strike should be granted; Rosa
 Galindo's arguments are not persuasive.

Rosa Galindo voluntarily withdrew paragraph 37 from her Second Amended
 Complaint, acknowledging that she cannot validly request punitive damages for a
 Truth In Lending Act claim.

1 Rosa Galindo offers little argument, authority or fact justifying her request for
2 punitive damages in her Prayer at paragraph 9. Failing to cite to any paragraph in
3 her complaint, she argues that the request should not be stricken because it is based
4 upon a claim of “fraud.” However, she has not alleged any fraud claims as against
5 Homecomings so she cannot maintain a request for punitive damages against it.
6 While she does allege a fraud claim as to other defendants, the Court can strike the
7 Prayer paragraph 9 as to Homecomings. She also does not address any of the
8 authorities cited in the moving papers. Her unwillingness (or more likely, inability)
9 to support her claim for punitive damages against Homecomings is telling. Thus,
10 paragraph 9 of the Prayer should be stricken from the Second Amended Complaint
11 with respect to Homecomings.

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13 DATED: February 12, 2008
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15 By /s/ Frederick A. Haist
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19 Attorneys for Homecomings Financial, LLC
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21 Network
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